



Marine Legal Expenses Agreement

Terms and Conditions

This Agreement is a contract between [ENTER CLIENT NAME] (hereinafter referred to as **You/Your**) and **C Support Limited** (hereinafter referred to as **Us, Our, We**).

Provided the Fee specified in the **Schedule** has been paid in the required manner, **We** shall provide the services specified in this **Agreement** (which includes any attached Addenda) and **Schedule** on the terms thereof during the term of this Agreement.

Table of Contents

	Page
Important Information	3
Information that You provide to Us	3
How to make a Claim	3
Fraudulent Claims	3
Cancellation	3
Complaints and Compensation	4
Definitions – Words with Specific Meanings	4
Conditions Precedent	6
Sections of Benefits – What is Covered Under this Agreement	8
A – Vessel Contract Disputes	8
B – Vessel Damage Disputes	8
C – Vessel Detention Disputes	9
D – General Average Disputes	9
E – Crew Disputes	9
General Exclusions	10
General Conditions	11

Important Information

This document, the **Schedule** and any Addenda set out the terms and conditions of the Agreement between **You** and **Us**. Please read this **Agreement** carefully and if the Services or benefits provided do not meet **Your** requirements or **You** do not comply with the conditions set out in this section, please return these documents as soon as practicable to **Us** or the person who arranged this **Agreement** on your behalf.

It is important that:

- **You** check that the Benefits that **You** have requested are included in the **Schedule**
- **You** check that the information **You** have given **Us** is accurate – please see the “Information That **You** Provide to **Us**” further below
- **You** notify **Us** as soon as practicable of any inaccuracies in the information that **You** have provided to **Us**
- **You** comply with **Your** duties under the terms and conditions of this **Agreement**

Information That You Provide to Us

We are relying upon the information **You** provide to **Us**, either directly or indirectly through any person acting on your behalf (Intermediary), in deciding whether to provide **You** with the Benefits and on what terms and at what price.

If **You** become aware that any information **You** have given **Us** is not complete or accurate or **You** fail to notify **Us** that the information **You** have provided **Us** is inaccurate or incomplete, and **We** establish that **You** deliberately or recklessly provided **Us** with false, misleading or inaccurate information, then **We** may treat this **Agreement** as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false, misleading or inaccurate information, then the Benefits under this **Agreement** could be affected and **We** might, for example:

- Cancel this **Agreement** and refuse to pay any **Claim**; or
- Revise the Fee; or
- Charge an additional Fee or not pay a **Claim** in full.

We will inform you or your Intermediary in writing if **We** are going to treat this **Agreement** as if it never existed or need to amend the terms of **Your Agreement**.

How to Make a Claim

If **You** need to notify a **Claim** or possible **Claim**, **You** should contact **Our** Claims Department as soon as practicable after **You** become aware of a cause, event or circumstance which has given or may give rise to a **Claim**, dispute or legal proceedings.

Tel: +44 203 751 2383

24 hour emergency response: +44 1892 854 033

Email: csupport@csolutionslimited.com

Post: Lloyd's Avenue House, 6 Lloyd's Avenue, London EC3N 3AX

You should provide **Your** Agreement Number (which is listed on the **Schedule**) and brief details of the circumstances. **We** will promptly send **You** a Claim Form for completion once contact is made and this must be returned to **Us** as soon as practicable.

If **You** encounter any issues with this process, **You** should contact us or your Intermediary immediately. **Your** Intermediary will be able to assist **You** with making the claim and any further issues that may arise.

Fraudulent Claims

If **You** or any other person acting on **Your** behalf make any request for payment under this **Agreement** knowing it to be fraudulent or false through concealment, misstatement or deliberative provision of false information, in any respect or if **You** ought reasonably in the circumstances to know it to be fraudulent or false, or where there is collusion between any parties to any dispute or legal proceedings for which **Legal Expenses** cover under this **Agreement** is being requested, then **We** will cancel this **Agreement** and not refund any Fee to **You**. **We** shall be entitled to recover any **Legal Expenses** previously paid that were fraudulent or false.

Cancellation

You may cancel this **Agreement** at any time by providing **Us** with 30 days' written notice, either directly or through **Your** Intermediary. No part of the Fee will be refunded.

We may cancel this **Agreement** by giving twenty one (21) days' written notice to **You** at **Your** last known address and/or to **Your** Intermediary. **We** will only do this for a valid reason, which may include:

- Failure to pay the Fee or any part thereof; or
- Non-cooperation or failure to supply information or documentation upon request; or
- A change in risk occurring such that **We** are no longer able to provide **You** with the Services; or
- If **You** are placed in liquidation, receivership or administration or bankruptcy or if any application is made to the Court or meeting convened for any these purposes.

Complaints and Compensation

Our wish is to ensure that You are dealt with promptly, fairly and efficiently at all times. If **You** have any questions or concerns about this **Policy** or the handling of **Your** claim, in the first instance please contact:

Chief Operations Officer
C Solutions Limited
Lloyd's Avenue House
6 Lloyd's Avenue
London
EC3N 3AX

Tel: +44 203 751 2383

Email: csupport@csolutionslimited.com

Definitions Section – Words with Specific Meanings

Wherever words or phrases appear in **bold** type in this **Agreement**, they will have the specific meanings described in this Definitions Section, unless otherwise shown in any Benefits Sections that apply as specified in the **Schedule**. Any words used in this **Agreement** that are in the singular shall include the plural and vice versa.

Acts of English Parliament

All Acts of Parliament referred to in this **Agreement** shall include any subsequent amendments, re-enactments or regulations and equivalent legislation enforceable within the **Territorial Limits**.

Addendum

Any changes to the terms and conditions of this **Agreement** or **the Schedule** which forms part of this contract.

Agreement

The contractual terms and conditions and benefits payable to **You** set out in this document, **Schedule**, and any Addenda.

Any One Claim

All **Claims** or possible **Claims** arising from the same original cause, event or circumstance.

Appointed Representative

A lawyer or other appropriately qualified person appointed to act for **You** in accordance with the terms of this **Agreement**.

Business Description

As specified in the **Schedule**.

Claim

A claim under this **Agreement** for **Legal Expenses**.

Client

A company, firm, partnership, organisation or individual specified in the **Schedule** and who has agreed with **Us** to be designated for the purposes of this **Agreement**. If requested by **You** and agreed in writing by **Us**, also to include any employee or **Crew Members** including director or partner, conditional on the same **Appointed Representative** acting for all parties under this **Agreement**.

Contracting Party

A person, firm or company trading within the **Territorial Limits** with whom **You have** a direct contractual relationship.

Contribution

The amount specified in the **Schedule You** must pay in respect of **Legal Expenses** in respect of **Any One Claim** before **We** shall be liable to make any payment.

Crew Member

Any person under a contract of service with **You** and that is ordinarily on-board the **Vessel** during normal operations.

Due Date

The date monies owed first become due and payable.

Fee

The sum specified in the Schedule which shall be non-refundable in whole or part.

Legal Expenses

Any professional fees, expenses and other disbursements reasonably incurred by the **Appointed Representative** with **Our** prior written consent; and any costs incurred by other parties for which **You are** held liable in Court or tribunal proceedings to pay these costs or become liable to pay these costs under a settlement made with another party with **Our** prior written consent but excluding any costs which **You** may be ordered to pay by a Court of criminal jurisdiction.

Limits of Our Liability

Our maximum liability under this **Agreement** is limited to the amounts specified in the **Schedule** for:

- **Any One Claim**; or
- All **Claims** notified during the **Period of Agreement**.

Minimum Sum in Dispute

The sum in dispute between **You** and the **Contracting Party** as specified in the **Schedule** which **We** shall not be liable to cover under this Agreement.

Period of Agreement

As specified in the **Schedule**.

Retained Amount

The amount specified in the **Schedule** that **You** must pay expressed as a percentage of **Legal Expenses** in respect of **Any One Claim** above any **Contribution** specified in the **Schedule** before **We** shall be liable to make any payment under this Agreement.

Schedule

The document showing details of the Services **You** have purchased and other relevant information.

Services

The services we will provide to you as set out in the Schedule and this Agreement.

Territorial Limits

Worldwide within International Navigating Limits.

Vessel

A vessel owned by **You** as specified in the **Schedule**, which is classified with a member society of the International Association of Classification Societies.

We / Us / Our

C Support Limited and/or C Solutions Limited and/or their Appointed Representative.

You / Your

The company, firm, partnership or trading individual as specified in the **Schedule**.

Conditions Precedent

You must comply with the following Conditions Precedent, unless **We** agree in writing to the contrary, before any contractual duty that **We** might have to **You** under this **Agreement** arises.

1. Notification of Claims

It is a condition precedent to **Our** liability that **We** be notified by **You** in writing during the **Period of Agreement** and as soon as practicable after **You** are aware of any cause, event or circumstance which has given or may give rise to a **Claim**, dispute or legal proceedings involving **You**.

Where this notification has been given, **We** agree to treat any subsequent **Claim** in respect of the same cause, event or circumstance as notified as though the subsequent **Claim** had been notified during the **Period of Agreement**.

2. Our Consent

It is a condition precedent to **Our** liability that **Our** consent to incur **Legal Expenses** must be obtained in writing prior to **You** incurring any **Legal Expenses**. This consent will be given by **Us** if **You** can satisfy **Us** that:

- a) it is reasonable to incur **Legal Expenses** having regard to the proportionality between the remedy claimed and the **Legal Expenses** to be incurred and;
- b) where **YOU** are pursuing a claim, there are reasonable prospects of proving the other party's legal liability and of recovering the damages claimed or other legal remedy sought; or
- c) where **You** are defending a claim, the other party does not have reasonable prospects of proving **Your** legal liability.

If during the course of a **Claim** **You** cease to satisfy **Us** in respect of the applicable points a-c above, all future payments will cease in respect of **Legal Expenses** related to that **Claim**.

The decision to grant or withhold **Our** consent will be made on receipt of the following information:

- a fully completed claim form; and
- the information and documentation **We** reasonably request; and
- a legal opinion from the **Appointed Representative** as to the applicable points a-c above; and
- any advice **We** may deem necessary to take.

With **Your** agreement, **We** may provide assistance in settling disputes or legal proceedings, the costs of which will be covered under this **Agreement** subject to the payment of the **Contribution** and **Retained Amount** within the **Limits of Our Liability**.

We may require **You** to obtain an opinion from Counsel at **Your** expense assessing the merits of the subject matter of the **Claim** and any legal action. If based upon this opinion **We** are satisfied in respect of the applicable points a-c above the **Legal Expenses** in obtaining that opinion will be paid by **Us** within the **Limits of Our Liability**.

In granting **Our** consent **We** undertake to pay **You** subject to the terms and conditions of this **Agreement** and its **Schedule** but this consent does not imply that all **Legal Expenses** will be paid. In particular **Legal Expenses** for matters that go beyond the immediate scope of the **Claim** shall be deemed by **Us** to fall outside the services provided under this **Agreement**. **We** reserve the right to limit **Our** consent by time and/or financial amount of **Legal Expenses** and/or stage of proceedings to allow for a review of **Our** continued consent.

If after **Our** prior written consent has been granted it is shown the **Claim** has not been brought within the terms and conditions of this **Agreement** and its **Schedule**, **Our** consent will be withdrawn and no Services under this **Agreement** shall be provided for this **Claim**. **We** shall be entitled to recover any **Legal Expenses** previously paid.

If **You** elect to proceed with the pursuit or defence of a dispute or legal proceedings to which **Our** consent has not been granted because **You** have not satisfied applicable points a-c above, and if **We** consider, in our absolute discretion, that **You** have been successful in this pursuit or defence, **We** may pay the **Legal Expenses** incurred after **Our** consent had not been granted subject to the terms and conditions of this **Agreement**.

3. Disclosure

It is a condition precedent to **Our** liability that:

- a) **You** must give the **Appointed Representative** and **Us** all necessary cooperation, assistance and information including a complete and truthful account of the facts of the **Claim** and all relevant documentation or other evidence in **Your** possession; and
- b) **You** must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested; and
- c) **You** must instruct the **Appointed Representative** to provide **Us** with any information, documents or advice in connection with any **Claim** and the subject matter of any **Claim** even if privileged; and
- d) **You** must instruct the **Appointed Representative** to provide **Us** with regular updates on the progress of the subject matter of any **Claim** and inform **Us** as soon as practicable if and when any circumstance adversely impacts the factors on which **We** granted **Our** consent.

The Services under this **Agreement** may be withdrawn if **You** fail to co-operate with **Our** or the **Appointed Representative's** requests or if **You** or the **Appointed Representative** fails to provide **Us** with any information in connection with any **Claim** or the subject matter of any **Claim**.

4. Offer of Settlement

It is a condition precedent to **Our** liability that **You** must inform **Us** in writing as soon as an offer to settle the subject matter of the **Claim** is received and/or **You** propose to make an offer of settlement. In deciding whether to accept or reject any settlement offer, **You** must consider the **Legal Expenses** incurred or likely to be incurred and recovered.

No Services under this **Agreement** shall be provided if **You** enter into any agreement to settle without **Our** prior written consent (this consent not to be unreasonably withheld) and **We** shall be entitled to recover any **Legal Expenses** previously paid.

If **You** reject an offer of settlement which **We** recommend that **You** accept, or **You** make an offer with which **We** do not agree, no further Services under this **Agreement** shall be provided for the subject matter **Claim**.

We may at **Our** discretion decide to pay **You** the amount of damages that **You** are claiming or that are being claimed against **You** instead of paying **You** for **Legal Expenses** to pursue or defend the dispute or legal proceedings. Where **We** exercise this discretion, **We** will cease to be liable for any further **Legal Expenses** for the subject matter **Claim**.

Sections of Benefits

The Sections of Benefits applicable to **You** are specified in the **Schedule**.

We will only pay **You** for **Claims** where the dispute or legal proceedings are or would be within the **Territorial Limits** and are pursued and/or defended and/or arbitrated and/or litigated under the jurisdiction of England and Wales and the **Claim** is notified during the **Period of Agreement** and the dispute or legal proceedings are in connection with activities within the scope and extent of **Your Business Description**.

Section A – Vessel Contract Disputes

WHAT IS COVERED

We agree to pay **You** for **Legal Expenses** incurred in the pursuit or defence of any dispute or legal proceedings made by or brought against **Your Client** in a contractual dispute or legal proceedings with a **Contracting Party** over a contract for:

- Carriage of goods on a **Vessel**
- Use or hire of a **Vessel**
- Insurance relating to a **Vessel** (other than a dispute with **Us**, **Our** insurers or **Our** related companies)
- Operation and administrative services for a **Vessel** (including but not limited to contracts in respect of agency, stevedoring, towage, salvage or wreck removal)
- Supply to a **Vessel** of stores, goods, materials or other necessities including bunkers and lubricating oil

provided that:

- **Legal Expenses** incurred in the pursuit of any dispute or legal proceedings shall be limited to seventy-five percent (75%) of the amount in dispute; and
- The amount in dispute exceeds the **Minimum Sum in Dispute**; and
- Where the dispute or legal proceedings arise from an undisputed debt, **You** have exhausted all reasonable methods of recovery and the **Appointed Representative** recommends legal action.

Exclusions to Section A

WHAT WE DO NOT COVER

We shall not be liable to pay **You** in respect of **Claims** arising out of or in connection with:

- Construction, alteration, refitting, conversion, repair, maintenance or dry docking of a **Vessel**
- Sale or purchase of a **Vessel**
- Contracts that provide or arrange credit, securities, guarantees or other financial products and financial services; or
- Contracts where the liability or right of recovery is incurred by assignment; or
- Franchise contracts; or
- Contracts of employment; or
- Any tenancy or licence to use any real property.

Section B – Vessel Damage Disputes

WHAT IS COVERED

We agree to pay **You** for **Legal Expenses** incurred in any dispute or legal proceedings made by **You** provided **You** will suffer financial loss if **You** fail to pursue the dispute or legal proceedings arising out of:

- actual or alleged damage to the **Vessel** by a third party; or
- pursuit of uninsured losses following damage to a third-party vessel

Exclusions to Section B

WHAT WE DO NOT COVER

We shall not be liable to pay **You** in respect of any **Claim** arising out of or in connection with:

- Any subrogation rights of any insurer

Section C – Vessel Detention Disputes

WHAT IS COVERED

We agree to pay You for **Legal Expenses** incurred in an appeal by You against the detention of a **Vessel** by a recognised authority including Police, Coastguard, Customs and Excise, Port Authority, Sovereign Navy or any other organisation under the direction of an order of the High Court of England and Wales.

Exclusions to Section C

WHAT WE DO NOT COVER

1. We shall not be liable to pay You for **Legal Expenses** incurred in respect of any **Claim** arising out of or in connection with:
 - Any detention which is imposed by an **Act of Parliament** or national or local government regulation or order; or
 - Licencing of the **Vessel** or any crew member.
2. We shall not be liable to pay You for any costs or **Legal Expenses** incurred to comply with a detention notice or order.

Section D – General Average Disputes

WHAT IS COVERED

We agree to pay You for **Legal Expenses** incurred in pursuit or defence of any dispute or legal proceedings made by or brought against You in a dispute or legal proceedings in England & Wales arising out of or in connection with the recovery of or payment of General Average.

Section E – Crew Disputes

WHAT IS COVERED

We agree to pay You for **Legal Expenses** incurred by You in defending legal proceedings brought against You by a **Crew Member**, **ex-Crew member** or prospective **Crew Member** in respect of their English law contract of employment with You or a breach of employment related legislation.

You should seek legal advice:

- Prior to carrying out any disciplinary procedure or action or suspension of a **Crew Member**; or
- Prior to dismissal of a **Crew Member**; or
- Prior to notifying a **Crew Member** of their intended retirement date or prior to retiring a **Crew Member**; or
- Prior to instituting a redundancy programme and prior to making a **Crew Member** redundant; or
- Upon notification formally or informally of a grievance from a **Crew Member**; or
- Upon notification formally or informally of a complaint relating to discrimination, victimisation or harassment because of age, disability, gender reassignment, marriage/civil partnership, pregnancy/maternity, race, religion or belief, sex or sexual orientation; or
- Prior to any actual or proposed variation of the terms and conditions of employment that a **Crew Member** could reasonably consider to be adverse (including altering the hours or time or place worked or demotion or deduction from or reduction in a **Crew Member's** remuneration); or
- As soon as practicable if a **Crew Member** leaves their employment with or without written notice; or
- Upon receipt of an appeal from a **Crew Member** against a decision made by a Court, tribunal or other similar body.

Failure to seek advice will not invalidate this **Agreement** but could decrease **Your** prospects of a successful defence in any subsequent disputes or legal proceedings and **Your** ability to make a **Claim**.

General Exclusions

We shall not be liable to pay **You** for **Legal Expenses** incurred in respect of:

1. **Your** defence in civil legal proceedings arising from:
 - a) Injury or disease including psychiatric injury and stress; or
 - b) Loss, destruction or damage of or to property other than in respect of a Vessel; or
 - c) Alleged breach of any professional duty; or
 - d) Any non-contractual wrongful act or infringement of a right; or
2. Any dispute or legal proceedings brought, made or commenced outside the jurisdiction of England and Wales; or
3. **Legal Expenses** incurred without **Our** prior written consent or for a sum in excess of **Our** consent; or
4. Any **Claim** or possible **Claim** relating to or arising from any cause, event or circumstance occurring prior to or existing at inception of this **Agreement** and which has or which **You** knew or ought reasonably to have known may give rise to a dispute or legal proceedings by or against **You**; or
5. Fines or other penalties imposed by a Court or tribunal; or
6. Any dispute or legal proceedings in respect of which **You** are, or but for the existence of this **Agreement** would be, entitled to any payment under any insurance policy or Protection & Indemnity club membership whether a legal expenses insurance or not or under a legal aid certificate or representation order; or
7. Any dispute or legal proceedings where **You** have failed to maintain in full force and effect Hull & Machinery Insurance and Protection & Indemnity Insurance for the **Vessel** covering the standard range of perils (for the avoidance of doubt, pursuit of a dispute or legal proceedings where it is alleged that **You** are in breach of a Hull & Machinery or Protection & Indemnity insurance policy condition or warranty, such dispute or legal proceedings shall not be excluded); or
8. Any **Claim** arising from **Your** intentional wrongdoing or an act or omission with negligent disregard as to its consequences; or
9. Any dispute or legal proceedings with Government or Local Authority departments concerning the imposition of statutory charges; or
10. Disputes or legal proceedings between **You** as specified in the **Schedule** or any Addendum, or with any parent company or subsidiary company or associated company or partner; or
11. Any dispute or legal proceedings between **You** and **Us**, **You** and the **Appointed Representative**, or **You** and **Your** Intermediary; or
12. Any dispute or legal proceedings arising out of breach or alleged breach of confidentiality or passing off whether related to intellectual property or not; or
13. Any dispute or legal proceedings arising out of the ownership or existence of any intellectual property rights; or
14. Any dispute or legal proceedings arising out of or in connection with actual or alleged defamation or malicious falsehood; or
15. Any **Legal Expenses** incurred in respect of or in connection with a judicial review; or
16. Appeals arising out of legal proceedings to which **Our** prior written consent has not been granted or withdrawn; or
17. Unless a result of a sudden or accidental event any claim, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by seepage, pollution or contamination of any kind; or
18. Any **Legal Expenses** which **You** should or would have had to incur irrespective of any dispute or legal proceedings; or
19. Any expense, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by:
 - a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component; or
20. Any loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with (including any action taken in controlling, preventing, suppressing or in any way relating to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - b) Any act including but not limited to the use or threat of force or violence by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

General Conditions

These are the conditions of this **Agreement** that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may need to reject **Your Claim** or a **Claim** payment could be reduced. In some circumstances, **Your Policy** may not be valid.

1. Instruction and Choice of Appointed Representative and Counsel

We will choose an **Appointed Representative** to act on **Your** behalf in any **Claim**.

In all cases the **Appointed Representative** shall be appointed in **Your** name and on **Your** behalf. If in the course of any **Claim** the **Appointed Representative** wishes to instruct Counsel or an expert, Counsel's or the expert's name and an explanation of the necessity for this instruction must be submitted to **Us** for **Our** prior written consent to the proposed instruction which will not be unreasonably withheld.

2. Payment of Legal Expenses

All invoices and requests for payment for **Legal Expenses** which **You** receive from the **Appointed Representative** should be forwarded to **Us** as soon as practicable upon receipt. If **We** so require **You** must ask the **Appointed Representative** to submit to **Us** the bill of costs for assessment or certification by the appropriate Law Society, Court or tribunal. **You** are responsible for payment of all **Legal Expenses**. **We** may settle these requests for payment of **Legal Expenses** directly at **Our** discretion if requested by **You** to do so. The payment of some **Legal Expenses** by **Us** is not an indication that all **Legal Expenses** will be paid.

3. Recovery of Costs

Whenever **You** are awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to **Us**.

You and the **Appointed Representative** must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement or where costs are awarded but not recovered, **You** agree that a fair and reasonable proportion of that settlement will be deemed costs and due to **Us**. Where this settlement is paid in instalments all costs to **Us** shall be paid first.

4. Appeal Procedure

If, following legal proceedings to which **We** have given **Our** prior written consent, **You** wish to appeal against the judgment or decision of a Court or tribunal, the grounds for this appeal must be submitted to **Us** through the **Appointed Representative** as soon as practicable so that **We** may consider whether to consent to this further action.

If an appeal is lodged against a judgment or decision of a Court or tribunal made in **Your** favour following legal proceedings to which **We** have given **Our** prior written consent, **You** must notify **Us** as soon as practicable in order that cover may continue. **We** will inform the **Appointed Representative** of **Our** decision. If **We** so require it **You** must co-operate in an appeal against the judgment or decision of a Court or tribunal.

5. Duty to Mitigate

You must take all reasonable precautions to avoid, prevent and mitigate **Claims**, disputes or legal proceedings.

You must use every endeavour and take all reasonable measures to minimise the cost and effect of any **Claim**.

6. Alteration of Risk

You must notify **Us** as soon as practicable in writing of any change in circumstances that might affect **Our** decision to provide **You** with this **Agreement** or the Fee charged. Examples include changes to **Your Business Description** or the acquisition of or by another company.

7. Exercise of Reasonable Care

You must exercise reasonable care to prevent injury, loss or damage to **You** or others and comply with all the terms and conditions of this **Agreement**.

8. Arbitration

Any dispute between **You** and **Us** shall be referred to a single Arbitrator who shall be a lawyer agreed upon by both **You** and **Us** or upon failing agreement, a lawyer who is nominated by the President of the Law Society of England and Wales. The seat of the arbitration shall be in London and the arbitration shall be conducted in accordance with the terms of the Arbitration Act 1996. The apportionment of the costs of the arbitration between **You** and **Us** shall be determined by the Arbitrator.

9. Proper Law

We and **You** are free to choose the law applicable to this **Agreement**. Unless **We** and **You** specifically agree to the contrary, this **Agreement** shall be subject to the Laws and Jurisdiction of England and Wales.

10. General Data Protection Regulations

You agree that any information provided to **Us** regarding **You** will be processed by **Us** in compliance with the provisions of the General Data Protection Regulations for the purposes of providing the Services, facilitating renewal of this Agreement and handling **Claims**, if any, which may necessitate providing this information to third parties including **Your** Intermediary and our insurers and **Your** data being transferred outside of the European Union.

We collect and use relevant information about You to provide You with the Services and to meet Our legal obligations.

This information includes details such as name, address and contact details and any other information that We collect about individuals in connection with this Agreement. This information may include sensitive details such as information about health and criminal convictions. We will process these details, as well as any other personal information You provide to Us in respect of this Agreement, in accordance with Our privacy notice(s) and applicable data protection laws.

To enable us to use Your details in accordance with applicable data protection laws, We will provide You with a copy of Our and Our insurer's privacy notice(s).

11. Your Insolvency or Liquidation

If **You** become insolvent or are placed in liquidation, receivership, administration or bankruptcy or enter into a voluntary arrangement or deed of arrangement or if any application is made to the Court or meeting convened for any these purposes **We** have the right to cease to provide the Services under this **Agreement** for **Legal Expenses** despite any previous consent **We** may have granted.

12. Value Added Tax

If **You** are registered for VAT or its equivalent in **Your** country of domicile, **We** will not pay the VAT element of any **Legal Expenses**.

13. Contract (Rights of Third Parties) Act 1999

Unless specifically agreed by **Us** in writing otherwise, nothing in this **Agreement** is intended to give any person any right to enforce any term of this **Agreement** which that person would not have had but for the Contract (Rights of Third Parties) Act 1999.

14. Sanctions, Export and Exchange Control

We shall not be deemed to provide any benefit and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Agreement** to the extent that the provision of such benefit, payment of such **Claim** or provision of any benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Singapore, the European Union, the United Kingdom or the United States of America.

15. Several Liability

We are liable only for Our proportion of liability. **We** are not jointly liable for the proportion of any other.